conviction. Pending the hearing of the appeal he escaped. On motion of the Attorney-General an order was issued that the appeal stand dismissed unless the defendant shall within thirty days return to custody.

EVIDENCE—CROSS-EXAMINATION.—DAY v. DONOHUE, 41 Atl. 934 (N. J.).—Defendant, who was a master, being sued for negligence in furnishing material for a scaffold, gave testimony which tended to show he had used ordinary care. On cross-examination he was asked if he was insured against loss in case the verdict went against him. *Held*, that it was within the discretion of the trial court to allow the question. Van Syckel and Depue, J. J., dissented on the ground that such testimony was immaterial and irrelevant.

EVIDENCE—CROSS-EXAMINATION—PEOPLE v. DOLE, 55 Pac. 581 (Cal.).—Defendant on trial for forging a check testified in his own behalf that he won the check in a game of poker. On cross-examination he was asked whether he had stated this to the person who arrested him, or to the officer in whose custody he was placed, or to the person who informed him of the particular charge against him. *Held*, that such question was proper. McFarland, Henshaw and Temple, J. J., dissented on the ground that a man's silence to his jailors can not be used against him.

INSOLVENCY—POWER OF ASSIGNEE—UNRECORDED MORTGAGE—NEWTOWN SAVINGS BANK v. LAWRENCE, ET AL, 41 Atl. 1054 (Conn.).—Under Conn. G. S., § 2961, providing that no conveyance shall be effectual to hold lands against any other person but the grantor and his heirs unless recorded, the assignee in insolvency of the grantor may sell property free from an unrecorded mortgage made by his assignor. Andrews, C. J., and Hammersley, J., dissented.

LIFE INSURANCE—CONTRACTS—FRAUDS—RECISSION—NEGLIGENCE—MCCARTY v. N. Y. LIFE INS. CO., 77 N.W.Rep. 26 (Minn.).—An agent of the insurance company solicited the plaintiff to take out a policy of insurance upon his life, stating the character and terms of the policy. Plaintiff agreed to take one of the kind and terms described by the agent. Thereupon the agent filled out an "application" and presented it to plaintiff for his signature; falsely representing to him that it was an application for a policy of the character and terms which he had described. Plaintiff signed the application without reading it, in reliance upon the representations of the agent, and gave his promissory note in payment of the premium. He did not read the policy for six weeks, when, upon discovering that the terms were materially different from what they had been represented to be by the agent, he immediately returned the policy, requesting that they cancel it and return to him his note. The company refused and transferred the note to an innocent indorsee, who recovered, and the plaintiff thereupon brought suit to recover the value of the note. *Held*, notwithstanding there was a stipulation requiring an alteration of one of their policies to be put in writing, and submitted to the home office to render it valid, plaintiff could recover. *Insurance Co.* v *Fletcher*, 117 U. S. 519, O. Sup. Ct. 837, distinguished. Negligence is not a good defense in an action of fraud between the original parties to the contract. As to the contention that the parties could not be placed in *statu quo*, plaintiff having been insured for six weeks, and that the only remedy was an action for deceit, the court held that where one party has obtained an unconscionable advantage over another by fraud, and a recission would be in furtherance of justice, a recission may still be had,